



APPENDIX B STATEMENT OF WORK

**APPENDIX B
STATEMENT OF WORK**

TABLE OF CONTENTS

SECTION	TITLE	PAGE
1.0	SCOPE OF WORK	1
2.0	ELIGIBILITY CRITERIA	1
3.0	SPECIFIC TASKS	4
4.0	ADDITIONAL REQUIREMENTS	17
5.0	CONTRACTOR PERSONNEL	17
6.0	FISCAL	22
7.0	PROGRAM PERFORMANCE/REALLOCATION OF CONTRACT FUNDS	26
8.0	REPORTS, DOCUMENTATION, AND DIRECT DATA ENTRY	27
9.0	CUSTOMER SATISFACTION SURVEYS	28
10.0	QUALITY CONTROL PLAN.....	28
11.0	INFORMATION TECHNOLOGY SYSTEMS.....	28
12.0	UNUSUAL OCCURANCES OR CRIME	29
13.0	EMERGENCY AND DISASTER PREPAREDNESS	30
14.0	LICENSES AND CERTIFICATIONS.....	30
15.0	TRAININGS	31
16.0	MEETINGS	31
17.0	COLLABORATIONS	32
18.0	LOCATION OF SERVICE AND HOURS OF OPERATION	32
19.0	MULTIPURPOSE SENIOR CENTERS.....	33
20.0	MULTILINGUAL CAPABILITIES OF CONTRACTOR'S STAFF	34
21.0	GREEN INITIATIVES.....	35
22.0	CONTRACT DOCUMENT DELIVERABLES	35

APPENDIX B STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

- 1.1 The Scope of Work outlines the services required to operate the Elderly Nutrition Program (ENP) which includes Congregate Meal (Title C-1) and Home-Delivered Meal (Title C-2)/Telephone Reassurance (Title III-B) Services to eligible Clients as mandated by the Older Americans Act (OAA)(42 USC Sections 3001-3058); Code of Federal Regulations (45 CFR 1321.1 – 1321.83); California Code of Regulations, Title 22, Section 7000 et seq.; Older Californians Act (OCA); California Department of Aging (CDA) Program Memoranda; Department of Community and Senior Services (CSS) Program Memoranda/Directives and Standard Services as budgeted in Appendix A (Sample Contract – Exhibit C - Mandated Program Services) and/or approved by the Los Angeles County Area Agency on Aging (AAA). The County has established a fixed rate for each Unit of Service (defined in Paragraph 4.0 - Additional Requirements) provided by the Contractor.
- 1.2 Congregate Meal Services provides ENP Services that are intended to maintain or improve the physical and social well-being of mobile older adults in a group setting at strategically located sites to persons sixty (60) years of age or older. These services include: procurement, preparation, transportation and the serving of meals.
- 1.3 Home-Delivered Meal/Telephone Reassurance Services provides ENP Services that are intended to maintain and/or improve the physical and social well-being of homebound older adults. The ENP Service ensures that nutritious meals are delivered/provided in home environments/settings to persons sixty (60) years of age or older who are homebound by reason of illness, disability or who are otherwise isolated. These services include: procurement, preparation, service and delivery of meals.

2.0 ELIGIBILITY CRITERIA

- 2.1 The U.S. Department of Health and Human Services, Administration on Aging (AoA) determines the criteria for the ENP eligibility. The criteria are based on the current guidelines of the Older Americans Act of 1965, as reauthorized in October 2006. The guidelines may be enhanced based on Federal, California State regulations and Los Angeles County policies. Unless otherwise expressly indicated in this Contract or by Federal, State, or local law, Contractor shall only provide ENP Services to eligible individuals.
- 2.2 CONGREGATE MEAL SERVICES: Individuals are eligible to become Clients and receive Congregate Meal Services at a congregate meal site, a location

where meals are served when they meet at least one (1) of the following criteria:

2.2.1 An Older Individual (an individual who is age sixty (60) or older);

2.2.2 The spouse of any Older Individual who accompanies the Older Individual who participates in the Program to the congregate meal site;

2.2.3 A person with a disability, under age sixty (60) who resides in a housing facility occupied primarily by Older Individuals at which Congregate Meal Services are provided; or

2.2.4 A disabled individual who resides at home with and accompanies an Older Individual who participates in the Program to the congregate meal site.

2.2.4.1 Disability: means a condition attributable to mental or physical impairments that result in substantial functional limitations in one (1) or more of the following areas of major life activity:

2.2.4.1.1 Self-care

2.2.4.1.2 Receptive and expressive language

2.2.4.1.3 Learning

2.2.4.1.4 Mobility

2.2.4.1.5 Self-direction

2.2.4.1.6 Capacity for independent living

2.2.4.1.7 Economic self-sufficiency

2.2.4.1.8 Cognitive functioning

2.2.4.1.9 Emotional adjustment

2.2.5 Volunteers at Congregate Meal Sites:

2.2.5.1 A volunteer is a person who participates in providing Congregate Meal Services without pay.

2.2.5.2 A volunteer may be offered a meal if doing so will not deprive an Older Individual of a meal.

2.2.5.3 Contractor will develop a written policy for providing and accounting for volunteer meals served.

2.3 HOME-DELIVERED MEAL SERVICES: Older Individuals who are eligible to become Clients and receive Home-Delivered Meal Services when they meet at least one (1) of the following criteria:

2.3.1 An Older Individual (age 60 or older) who is frail and homebound by

reason of illness, disability, or is otherwise isolated.

2.3.1.1 “Frail” as defined in Section 7119 of Title 22 California Code of Regulations (22 CCR 7119), applies to an Older Individual who is determined to be functionally impaired because the individual either:

2.3.1.1.1 Is unable to perform at least two (2) Activities of Daily Living (ADL), including: bathing, toileting, dressing, feeding, breathing, transferring and mobility and associated tasks, without substantial human assistance, including verbal reminding, physical cueing or supervision; or

2.3.1.1.2 Due to a cognitive or other mental impairment, requires substantial supervision because the Older Individual behaves in a manner that poses a serious health or safety hazard to the individual or to others.

2.3.2 The spouse of any Older Individual described in Sub-paragraph 2.3.1, regardless of the spouse’s age or condition, if an assessment by Contractor concludes that it is in the best interest of the frail/homebound Older Individual;

2.3.3 An individual with a disability who resides in the home of any Older Individual as described in Sub-paragraph 2.3.1, if an Initial Assessment (defined in Sub-paragraph 3.6.1.1 below) by Contractor concludes that it is in the best interest of the homebound Older Individual;

2.3.4 Priority shall be given to Older Individuals described in Sub-paragraph 2.3.1.

2.4 TELEPHONE REASSURANCE SERVICES: Older Individuals who are eligible to become Clients and receive Telephone Reassurance Services when they meet the following criteria:

2.4.1 An Older Individual (an individual who is age sixty (60) or older); and

2.4.2 Must be either a Home–Delivered Meal recipient or on a waiting list for a Home-Delivered Meal.

3.0 SPECIFIC TASKS

3.1 General Requirements: The following guidelines establish the definitions and standards for the provision of services that are required by the ENP. The Unit of Service is defined as a measure of output (benefit/service) expressed as a meal served and/or telephone reassurance call(s) to the Older Individual. The Unit of Measurement is the quantitative representation of the output (benefit/service) provided to the Older Individual; this measurement forms the basis upon which reimbursement is made to the Contractor. The Unit Rate is the amount that is reimbursable by the Program for each Unit of Measurement provided by the Contractor. Contractor is only obligated to provide Services as budgeted in Appendix A (Sample Contract - Exhibit C - Mandated Program Services) and as approved by the AAA.

3.2 General ENP Meal Requirements:

- 3.2.1 Each meal provided by Contractor shall provide a minimum of 33^{1/3}% of the current Dietary Reference Intake (DRI) established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Science, and follow the most recent Dietary Guidelines for Americans published by the U.S. Department of Health and Human Services.
- 3.2.2 Contractor must serve a minimum of one (1) meal per day, five (5) or more days per week. Meals must be provided a minimum of two hundred and forty nine (249) days per year. Contractor may request a waiver from the AAA Nutritionist, the Registered Dietician (RD) who supervises the ENP, to operate on a reduced frequency.
- 3.2.3 Contractor shall input a record of all Services delivered including the actual number of meals served per Client per day, Telephone Reassurance contacts, Initial Assessments, Reassessments and all other Client contacts in the Social Assistance Management System (SAMS).
- 3.2.4 Contractor shall also in a timely manner enter into SAMS all information which the AAA requires (e.g. Nutrition Risk Score, Activities of Daily Living, Instrumental Activities of Daily Living, and demographic information) in order to meet its planning, coordination, evaluation and reporting requirements. This includes requests to complete missing mandatory fields in SAMS.

3.2.5 Menus shall:

- 3.2.5.1 Conform to the menu planning and nutrition standards of the AAA and the CDA. Contractor shall review Menu Writing Specifications (Appendix C – Exhibit 7) and Requirements as revised annually by the AAA and/or the CDA.
- 3.2.5.2 Be approved by the Dietary Administrative Support Services Program (DASS) Registered Dietitian and Certified by the AAA Nutritionist.
- 3.2.5.3 Be planned for a minimum of five (5) weeks.
- 3.2.5.4 Reflect cultural and ethnic dietary needs of Clients, when feasible and appropriate.
- 3.2.5.5 To the maximum extent practicable, each meal may be adjusted to meet any special dietary needs of Clients. Special dietary menu variations must be approved by the AAA Nutritionist.

3.2.6 Each meal provided by Contractor shall comply with applicable provisions of State and/or local laws regarding the safe and sanitary handling of food, equipment, and supplies used in the storage, preparation, service, and delivery of meals to an Older Individual as well as satisfy all the requirements of 22 CCR Section 7638.5 and safety standards as written in the current California Retail Food Code (Cal Health & Safety Code § 113700, et seq.).

3.2.7 Where feasible and appropriate, Contractor shall make arrangements for the availability of meals to eligible Clients during a major disaster, as defined in 42 USC 5122(2).

3.2.8 Contractor will conduct an annual Client Satisfaction Survey to obtain the views of Clients about services rendered.

3.3 Congregate Meal Service Requirements:

3.3.1 Meal Delivery requires that Contractor:

- 3.3.1.1 Must ship hot food to congregate meal sites in insulated containers, heated containers, or heated trucks to maintain temperature of one hundred and forty degrees Fahrenheit (140°F) or above.

3.3.1.2 Must ship cold food in ice chests, insulated containers, or refrigerated trucks to maintain temperatures of forty degrees Fahrenheit (40°F) or below.

3.3.1.3 May ship bread, whole fruits, cookies, cake, and other non-potentially hazardous foods at room temperature.

3.3.2 Meal Service requires that Contractor shall:

3.3.2.1 Maintain hot food hot for a maximum of three (3) hours from the completion of cooking at the central kitchen to the completion of service at the congregate meal site.

3.3.2.2 Maintain hot food hot, as described in Paragraph 3.3.1.1 above, for a maximum of two (2) hours at the congregate meal site.

3.3.2.3 Serve meals at a regularly scheduled time at each congregate meal site.

3.3.2.4 Follow the provisions of "Offer Versus Serve" as found in 7 CFR 226.20(q).

3.3.2.5 Ensure each congregate meal site maintains a minimum participation of at least eighteen (18) eligible Clients per day. Contractor may request a waiver of this requirement from the AAA Nutritionist.

3.3.3 Menus shall:

3.3.3.1 Be posted in a location easily seen by Clients at each congregate meal site.

3.3.3.2 Be legible and easy to read in the language of the majority of the Clients.

3.3.4 Each meal shall be served in a facility that complies with the Americans with Disabilities Act of 1990, as amended, 42 USC Section 12101 et seq.; has restrooms, lighting, and ventilation, which meet the requirements of California Health & Safety Code Section 113700, et seq. Equipment, including sturdy tables and chairs, shall be appropriate for Older Individuals. Tables should be arranged to assure ease of access and encourage socialization.

3.3.5 Contractor shall ensure that congregate meal sites operating in Adult Day Programs and Elderly Housing Facilities meet the Eligibility

Criteria specified above in Paragraph 2.2 for Congregate Meal Services, and the following criteria listed below:

3.3.5.1 Be open to the general public.

3.3.5.2 Not receive funds from another source (i.e. Medi-Cal or private payment fees in the form of a flat/bundled rate) for the cost of the same meal, equipment or services.

3.4 Home-Delivered Meal Service Requirements (for all Home-Delivered Meal Service Contractors):

3.4.1 Each Home-Delivered meal may consist of hot, cold, and/or frozen food.

3.4.2 Contractor shall set regular delivery schedules so meals will be delivered at a consistent time each day of delivery.

3.4.3 Contractor must provide written instructions, in the language of the majority of participating Older Individuals, for handling and re-heating Home-Delivered meals.

3.4.4 General Meal-Shipping Requirements:

3.4.4.1 Hot meals must be shipped in insulated containers, heated containers, or heated truck to maintain a temperature of one hundred and forty degrees Fahrenheit (140°F) or above.

3.4.4.2 Cold food must be shipped in ice chests, insulated containers or refrigerated trucks to maintain a temperature of forty degrees Fahrenheit (40°F) or below.

3.4.4.3 Bread, whole fruits, cookies, cake, and non-potentially hazardous foods may be shipped at room temperature.

3.4.5 Hot Meals:

3.4.5.1 The Home-Delivered hot meal shall be delivered to Clients in a sanitary manner and within a period of time to maintain quality and to assure absence of contamination as detailed in Paragraph 3.4.4.1 above.

3.4.5.2 Maximum length of a Home-Delivered hot meal delivery route is two (2) hours from the central kitchen, and may only be longer with approval from the AAA Nutritionist.

3.4.5.3 Contractor, central kitchen, or caterer must utilize a batch production (producing the product in multiple loads/batches) cooking schedule if the same drivers deliver meals on two (2) routes on the same day. Hot food may not be held for more than three (3) total combined hours in the central kitchen and in the delivery vehicle before delivery.

3.4.6 Frozen Meals:

3.4.6.1 Frozen food will be handled in a sanitary manner to assure absence of contamination and packaged to assure temperature control.

3.4.6.2 Meals must remain frozen until the final stop. Temperature should be no higher than thirty one degrees Fahrenheit (31°F).

3.5 Telephone Reassurance Requirements: Provides regular contact and safety checks by trained volunteers and/or employees to reassure and support Older Individuals who are homebound as specified herein:

3.5.1 Client must be either a Home–Delivered Meal recipient or on a waiting list for a Home-Delivered Meal.

3.5.2 Telephone Reassurance Service shall be provided to all Clients receiving a frozen Home–Delivered meal and all Clients on a waiting list for a Home-Delivered meal.

3.5.3 Telephone Call Frequency:

3.5.3.1 At a minimum, Contractor must telephone Clients one (1) day per week for frozen meal Clients and one (1) call each month for Clients on a waiting list.

3.5.3.2 At the discretion of the Contractor, Home–Delivered hot meal Clients may be called one (1) day per week.

3.5.3.3 Contractor must establish and maintain a telephone log demonstrating frequency of calls for hot, frozen, and wait-listed Home–Delivered Meal Clients.

3.6 CLIENT ASSESSMENT FOR CONGREGATE MEAL SERVICE

3.6.1 Congregate Meal Assessment Requirements. Contractor shall comply with the following:

3.6.1.1 Initial Assessment: Contractor shall complete an Initial Assessment two (2) weeks before or after Congregate Meal Services first begin to determine Client eligibility by using the Universal Intake Form (UIF) (Appendix C – Exhibit 6). Contractor shall complete the following:

3.6.1.1.1 Client's Name

3.6.1.1.2 Client's Address

3.6.1.1.3 Date of Birth

3.6.1.1.4 Gender

3.6.1.1.5 Race/Ethnicity

3.6.1.1.6 Income Status (which shall be identified as at, above, or below the AoA Federal Poverty Guidelines)

3.6.1.1.7 Living Arrangement (alone/not alone)

3.6.1.1.8 Nutritional Risk (utilizing the Nutrition Screening Initiative Checklist)

3.6.1.2 Contractor shall enter the Client's Initial Assessment into SAMS within two (2) weeks of first receiving ENP Services.

3.6.1.3 Contractor is required to work with the AAA's ENHANCE Program Contractor identified on the annual AAA Provider List to refer Clients that the Contractor has assessed at high nutrition risk according to the National Screening Initiative Checklist. See Paragraph 3.10 (Mandatory Coordination with ENHANCE Program Contractor) of this SOW.

3.6.1.4 Contractor must include a written record of each Client's Initial Assessment, any Reassessment (as described in Paragraph 3.6.2 below), and any other updates in the Client's file.

3.6.1.5 Contractor shall assist Older Individuals in taking advantage of benefits under other supportive services programs (e.g., 45 CFR Section 1321.65(f)), and Contractor shall provide referral(s) as necessary.

3.6.2 Congregate Meal Reassessments:

- 3.6.2.1 Perform a Reassessment by completing a new UIF as described in Paragraph 3.6.1.1. A Reassessment shall be performed annually for each Client.
- 3.6.2.2 Contractor shall enter a Client's Reassessment into the SAMS within two (2) weeks of completing the Reassessment.

3.7 CLIENT ASSESSMENT FOR HOME-DELIVERED MEALS

- 3.7.1 Contractor's initial determination of eligibility for Home-Delivered Meal Services may be accomplished by telephone.
- 3.7.2 Initial Assessment: Contractor shall complete the UIF to determine Client eligibility and shall be done in the home of the Client within two (2) weeks before or after Home-Delivered Meal Services first begin. Contractor shall complete the following:
 - 3.7.2.1 Client's Name
 - 3.7.2.2 Client's Address
 - 3.7.2.3 Date of Birth
 - 3.7.2.4 Gender
 - 3.7.2.5 Race/Ethnicity
 - 3.7.2.6 Income Status (which shall be identified as at, above or below the AoA Poverty Guidelines)
 - 3.7.2.7 Living Arrangement (alone/not alone)
 - 3.7.2.8 Nutritional Risk (utilizing the Nutrition Screening Initiative Checklist)
 - 3.7.2.9 Activities of Daily Living (ADL)
 - 3.7.2.10 Instrumental Activities of Daily Living (IADL)
- 3.7.3 Contractor shall enter the Client's Initial Assessment (UIF) into the SAMS within two (2) weeks of first receiving ENP Services.
- 3.7.4 Contractor shall implement criteria to assess the level of need for each eligible Home-Delivered Meal Service Client outlined in Paragraph 2.3 above, and the appropriate section(s) of the AAA Food Service Standard Operating Procedures Manual including any amendments or revisions to the Manual.

3.7.5 Home-Delivered Meal Reassessments:

3.7.5.1 Contractor shall perform an update of a Client's needs a minimum of once every three (3) months. Contractor shall update on the following schedule commencing three (3) months from when the Client first begins receiving Home-Delivered Meal Services:

3.7.5.1.1 At three (3) months, telephone the Client to determine if the need for Home-Delivered Meal Services still exists.

3.7.5.1.2 At six (6) months, conduct an in-home visit to determine if the need for Home-Delivered Meal Services still exists. The visit may include an evaluation of the type of meal (i.e., Hot and/or Frozen) the Client receives.

3.7.5.1.3 At nine (9) months, telephone the Client to determine if the need for Home-Delivered Meal Services still exists.

3.7.5.1.4 At twelve (12) months, perform a Reassessment by completing a new UIF as stated in Paragraph 3.7.2. This Reassessment shall be performed in the Client's home.

3.7.5.1.5 Contractor shall enter the Client's Reassessment into the SAMS within two (2) weeks of completing the Reassessment.

3.7.5.1.6 Contractor shall thereafter perform a quarterly update of the Client's needs based on the above-described 3-, 6-, 9-, 12-month schedule.

3.7.6 Contractor shall establish a waiting list whenever the Contractor is unable to provide Home-Delivered meals to all eligible Clients. The decision to place eligible Clients on a waiting list and their position on such a list shall be based on Older Individuals with the greatest economic/social needs, at-risk for institutional placement, and/or in accordance with policy established by the Contractor and approved by the AAA Nutritionist.

3.8 NUTRITION SERVICES INCENTIVE PROGRAM (NSIP)

3.8.1 The purpose of the NSIP is to provide incentives that encourage and reward effective performance by Contractor in the efficient delivery of nutritious meals to Older Individuals. The program is administered by the AoA. The program provides additional funding to supplement the cost for food used in meals served under Section 311 of the OAA. NSIP reimbursement may be requested by Contractor for meals which:

- 3.8.1.1 Meet the dietary guidelines, as specified in Section 339 of the OAA (42 USC 3030g-21).
- 3.8.1.2 Are served to eligible Clients, as specified in Paragraphs 2.2 and 2.3 of this SOW.
- 3.8.1.3 Are served to volunteers of any age pursuant to Paragraph 2.2.5 of this SOW.
- 3.8.1.4 Meet the General ENP Meal Requirements outlined in Sub-paragraphs 3.2.1, 3.2.2, 3.2.3, and 3.2.4 above.

3.8.2 NSIP Reimbursement: Subject to the availability of funding from NSIP through the CDA and the requirements of the SOW, the County agrees to make payments for NSIP to Contractor as follows:

- 3.8.2.1 NSIP reimbursement shall be used only to purchase food used in the ENP.
- 3.8.2.2 Contractor shall submit to County a monthly invoice for Congregate and Home-Delivered Meals served as stated in Appendix A (Sample Contract - Paragraph 5.11 - Invoices and Payments). Meals eligible for reimbursement through NSIP will be derived from the invoice submitted by the Contractor.
- 3.8.2.3 NSIP shall be paid from funds separate from ENP Contract Funds. Contractor shall account for and maintain all NSIP funds received under the terms of this Contract separately from other Contract Funds (including ENP Contract Funds) administered by the Contractor.
- 3.8.2.4 If the County receives notice from the CDA of any change in the NSIP rate, County shall automatically pay Contractor at the new rate for the Services delivered.

3.8.2.5 NSIP funds shall not be used to meet cost sharing or as matching funds for any other federal program.

3.9 MANDATORY COORDINATION WITH DIETARY ADMINISTRATIVE SERVICES (DASS) PROGRAM CONTRACTOR

3.9.1 Contractor is required to work with the AAA's DASS Contractor identified in the AAA Provider List (as provided by the AAA on an annual basis) to receive the following Services: Project Dietitian/Nutritionist oversight; nutrition education for Congregate and Home-Delivered Meal Clients; quality assurance; monitoring of meal sites and routes; training for food service staff and volunteers; and technical assistance in areas such as menu development, caterer selection, purchasing and problem-solving.

3.9.2 Contractor shall correct any problems noted in DASS Contractor's Monitoring Reports submitted to the Contractor each month.

3.9.3 Development of Project Menus: Contractor must work with the DASS Contractor Project Dietitian/Nutritionist to develop menus for the Nutrition Program. DASS Contractor and Contractor will include input from food production staff, caterers and the Contractor's Senior Project Advisory Council, as described in Sub-paragraph 3.9.3.1.

3.9.3.1 Senior Project Advisory Council: A group of program Clients recruited selected and organized by the Contractor to provide input and advice on Services and Program policies.

3.9.4 Approval Project Menus: Project menus meeting Dietary Guidelines requirements (Section 339 of the OAA (42 USC 3030g-21)) must be approved by the AAA DASS Contractor and certified (reviewed and approved) by the AAA Nutritionist.

3.9.5 Contractor shall develop and implement a staff training curriculum each year utilizing the DASS Contractor and resources of the AAA as available, and calling upon experts within the community to develop and/or provide training. At a minimum the training shall include emergency preparedness.

3.9.5.1 Contractor shall also coordinate staff training with DASS Contractor and AAA Nutritionist.

3.9.5.2 Contractor shall comply with all training requirements outlined in Title 22 CCR 7636.5.

3.10 MANDATORY COORDINATION WITH EFFECTIVE NUTRITIONAL HEALTH ASSESSMENT NETWORKS OF CARE FOR ELDERLY (ENHANCE) PROGRAM CONTRACTOR

- 3.10.1 Contractor is required to make Client referrals, either in person, by FAX, phone or email, to the ENHANCE Contractor (identified in the AAA Annual Nutrition Program Provider list), for all Clients who are diabetic or score six (6) and above on the Nutrition Risk Score.
- 3.10.2 Contractor may plan and schedule appropriate Health Promotion Clinics at congregate meal sites which are selected with input from the Senior Project Advisory Council and coordinated with the ENHANCE Contractor.

3.11 CENTRAL KITCHEN/CATERER

In order to provide meals prepared pursuant to this Contract, the Contractor must utilize a central kitchen or caterer for the preparation of meals. In either case, the Contractor shall ensure that the following guidelines are implemented.

- 3.11.1 Contractor shall employ a Project Director, Food Service Manager or a Caterer, and Site Manager who are certified Food Protection Managers by the Los Angeles County Department of Public Health. There must be a certified person in-charge at each kitchen and at each congregate meal site. The Project Director and Food Service Manager/Caterer must obtain a Hazard Analysis and Critical Control Points (HACCP) Program Training.
- 3.11.2 Contractor shall ensure Caterer's staff that prepare and/or serve food shall possess a Food Handler Certification Card issued by the State of California.
- 3.11.3 Contractor shall ensure that all kitchens, congregate meal sites, and caterers maintain and utilize operational HACCP and quality assurance programs.
- 3.11.4 Contractor shall conform to the requirements outlined in 22 CCR 7630-7638.13, and the appropriate section(s) of the AAA Food Service Standard Operating Procedures Manual including any amendments or revisions.

3.12 SELECTION OF CATERER PROVIDER

- 3.12.1 Competitive Bid Process/Procurement of Caterer (catering services): Contractor proposing subcontracting the preparation of meals is

required to contract only with caterers approved by the AAA Nutritionist. The AAA Approved Caterer List shall be provided by the AAA Nutritionist on an annual basis.

3.12.2 Contractor shall award an Elderly Nutrition Services contract to caterer for Congregate and/or Home-Delivered Meals through a competitive bid process, pursuant to 22 CCR Sections 7352 through 7364.

3.12.3 Contractor must have approval from the County prior to entering a subcontract and must abide by the provisions of Appendix A (Sample Contract - Paragraph 8.40 - Subcontracting).

3.13 HEALTH AND FIRE INSPECTIONS

3.13.1 Contractor must maintain a grade of "B" or better from the Los Angeles County Department of Health Services (LACDHS) based on inspections conducted by LACDHS for food services. Contractor must submit copies of the annual inspection reports from both LACDHS and the Los Angeles County Fire Department or Contractor's local fire department, for each congregate meal site, central kitchen and/or caterer.

3.14 CONTRIBUTIONS AND FEES FOR COST OF MEALS

3.14.1 An eligible Client who receives a meal shall be given the opportunity to contribute to the cost of the meal. Contractor shall ensure all such contributions are voluntary and no pressure to contribute shall be brought to Clients.

3.14.2 Contractor shall develop a suggested contribution with input from the Senior Project Advisory Council.

3.14.3 When developing this contribution amount, the income ranges of the Older Individuals in the community and the Contractor's additional sources of income shall be considered.

3.14.4 A sign indicating the suggested contribution for eligible individuals, and the guest fee (amount charged to non-seniors), shall be posted by Contractor near the contribution container at each congregate meal site.

3.14.5 The guest fee shall be sufficient to cover all meal costs.

3.14.6 Contractor shall not state in pamphlets or on websites that payment is required for ENP Services.

- 3.14.7 No eligible individual shall be denied Services because of failure or inability to contribute.
- 3.14.8 Contractor shall ensure that the decision to contribute as well as the amount of the eligible Client's contribution is kept confidential.
- 3.14.9 Contractor shall establish written procedures to protect contributions and fees from loss, mishandling, and theft. Such procedures shall be kept on file at the Contractor's site.
- 3.14.10 All contributions and fees shall be identified as Grant Related Income and used to: increase the number of meals served, facilitate access to such meals, and to provide nutrition-related supportive services.

3.15 SUMMARY OF UNITS OF SERVICE

- 3.15.1 Unit Rates may be subject to change based on fund availability and Program costs.

Unit of Service	Unit of Measurement	Maximum Unit Rate
Meal served to eligible Client at Congregate site (C-1)	One (1) meal served containing typical American food (Beef Stew, etc.)	\$4.60
	One (1) meal served containing Ethnic food ⁽¹⁾ or Salad Bar ⁽²⁾	\$5.65
Meal served to eligible Home – Delivered Meal Client (C-2)	One (1) meal served- Hot	\$5.65
	One (1) meal served-Frozen	\$3.95
Telephone Reassurance	One (1) telephone call	\$0.60

⁽¹⁾ Ethnic food (Asian, Kosher, etc.) costs are deemed higher due to the special food components that are not available in most markets, or because of special food production processes. Contractor shall provide sufficient documentation justifying the increase in cost in providing Ethnic food.

⁽²⁾ Salad bar costs are deemed higher due to the use of wider varieties of seasonal fresh food and vegetables (e.g. blueberries, raspberries, avocados, rhubarb, salads, etc.) that are high on phytochemicals.

- 3.15.2 In addition, Contractor may receive the following reimbursement from NSIP funds.

Unit of Service	Unit of Measurement	Maximum Unit Rate
NSIP: Meal Served to an Eligible Client at a congregate meal site	One (1) meal served	\$0.54
NSIP: Meal Served to an Eligible Home-Delivered Meal Client	One (1) meal served	\$0.60

4.0 ADDITIONAL REQUIREMENTS

In addition to the specific tasks necessary to provide Units of Service to Clients, Contractor must also adhere to minimum requirements that are necessary to operate the Program. These requirements ensure that the Contractor maintains the appropriate level of care, performance, staffing, reporting and compliance with Los Angeles County, State, and Federal guidelines that govern the Program. The Contractor is responsible for ensuring that its operations meet the requirements delineated below in order to provide the optimal level of Services to Clients as prescribed by this Contract.

- 4.1 Contractor shall provide Community Outreach, which is defined as actively providing and disseminating Program information to the public on what Services may be available to potential eligible Clients. Contractor shall also market the Services to all ethnic groups in each Supervisorial District in which the Services are being provided by Contractor.

- 4.1.1 Contractor shall ensure that information and assistance on Services are provided to all populations including, but not limited to, homeless, veterans, and Lesbian-Gay-Bisexual-Transgender (LGBT) Clients.

5.0 CONTRACTOR PERSONNEL

5.1 General Requirements:

- 5.1.1 CONTRATOR shall have a sufficient number of qualified staff with the appropriate education, licensure, and experience to carry out the requirements of the Program. The total number of staff shall be based on the method and level of Services provided and the size of the service area served by Contractor.
- 5.1.2 Contractor shall operate continuously throughout the entire term of this Contract with at least the minimum number of staff set forth herein, as well as any other applicable staffing requirements of County, necessary for Contractor to provide Services hereunder.

Such personnel shall meet all qualifications in this Contract, as well as those provided by County through Contract Amendments, Administrative Directives, and Program Policy Memorandums.

- 5.1.3 The Contractor shall ensure that Contractor staff is available to all Clients, potential Clients, referral sources, as well as the County, on a minimum five-day-a-week (Monday through Friday) basis (does not include County recognized holidays). Contractor's office shall be open a minimum eight (8) hours per day between the hours of 8:00 a.m. to 5:00 p.m. Contractor shall also ensure that personal telephone contact with Contractor's staff is available to Clients, potential Clients, as well as the County during Contractor's hours of operation. Contractor shall also ensure that each Contractor office location has telephone answering machine or voice mail in place during off-business hours. Contractor staff shall check and respond to all messages in timely manner.
- 5.1.4 Contractor shall always have an employee with the authority to act on behalf of the Contractor available during work hours.
- 5.2 Project Director Requirements (Appendix A - Sample Contract - Sub-paragraph 7.1 – Contractor's Project Director):
 - 5.2.1 Responsibilities: The Project Director will plan, organize and direct all administrative and program activities related to the Program/AAA Contract. The Project Director will define lines of authority and will develop the roles and parameters of responsibility for Program staff consistent with established requirements. In addition, the Project Director serves as the coordinator/liaison for all AAA-funded services, ensuring that any overall communications relevant to AAA Services are conveyed to the appropriate personnel.
 - 5.2.2 Minimum Education, Experience and Qualifications:
 - 5.2.2.1 At least a Bachelor's degree from an accredited university.
 - 5.2.2.2 A minimum of two (2) years of experience in food services or related field, or approval by the AAA Nutritionist. In addition, the individual must possess and demonstrate the following:
 - 5.2.2.2.1 Demonstrable problem-solving skills and experience;

- 5.2.2.2.2 Ability to explain administrative goals, policies and procedures and assist staff in adjusting to changes that occur;
- 5.2.2.2.3 Ability to evaluate the performance of food service and site managers based on established criteria;
- 5.2.2.2.4 Expertise in the provision of social service to older adults;
- 5.2.2.2.5 Successful completion of a basic course of training in Hazard Analysis Critical Control Point (HAACP) within six (6) months of hire; and
- 5.2.2.2.6 Current certification as a Food Protection Manager by the Los Angeles County Department of Public Health Services, or certification with six (6) months of hire.

5.3 Food Service Manager

5.3.1 Responsibilities: When Contractor operates a central kitchen, providing Client meals, the Contractor shall employ a Food Service Manager who shall oversee the daily food service operations, both managerial and administrative, of the ENP.

5.3.2 Minimum Education, Experience and Qualifications:

5.3.2.1 The Food Service Manager shall be certified as a Food Protection Manager by the Los Angeles County Department of Public Health and will successfully complete the basic HACCP course, and within six (6) months of hire meet one of the criteria listed in Sub-paragraphs 5.3.2.1.1, 5.3.2.1.2, or 5.3.2.1.3.

5.3.2.1.1 Possess at least an Associate's degree in institutional food service management, or a closely related field, such as, but not limited to, restaurant management, plus two (2) years experience as a food service supervisor; or

5.3.2.1.2 Demonstrate experience in food service, such as, but not limited to, cooking at a restaurant, and within (12) months of hire: successfully

complete a minimum of twenty (20) hours specifically related to food service management, business administration, or personnel management at the college level. Prior to completion of required hours, this individual's performance shall be evaluated through quarterly monitoring by a Registered Dietitian; or

5.3.2.1.3 Two (2) years of experience managing food services. Such experience shall be verified by the Contractor and approved by the AAA Nutritionist prior to hire.

5.3.2.2 Must speak, read and communicate fluently in English.

5.3.2.3 Spanish fluency is desirable.

5.4 Site Manager

Congregate Meal Service Contractor staff must include a Site Manager(s) at each congregate meal site.

5.4.1 Responsibilities: The Site Manager will be located at each congregate meal site to oversee all the daily activities and shall physically remain at the site during the times Congregate Meal Services occur.

5.4.2 Minimum Education, Experience and Qualifications:

5.4.2.1 The Site Manager must obtain certification as a Food Protection Manager from the Los Angeles County Department of Public Health within six (6) months of being hired.

5.4.2.2 Site manager must be able to speak, read, write, and communicate in English.

5.4.2.3 Spanish fluency is desirable.

5.5 Home-Delivered Meal (HDM) Case Worker

Home-Delivered Meal Service Contractor staff must include a HDM Case Worker(s)

- 5.5.1 Responsibilities: Under the direction of the Project Director, the HDM Case Worker will conduct in-home evaluation of a Client's needs and identify the ADL, IADL, and other limitations that impede independent living. The HDM Case Worker shall make recommendations and referrals as appropriate to other service organizations, giving priority to AAA-funded Programs.
- 5.5.2 Minimum Education, Experience and Qualifications:
 - 5.5.2.1 At least a Bachelor's degree in human services, or two (2) years of full-time paid or volunteer experience in homecare or related field and the following skills;
 - 5.5.2.2 Demonstrated ability to communicate effectively with Clients and family members; and
 - 5.5.2.3 Demonstrated ability to treat Clients, family members and co-workers with respect and dignity.
- 5.6 Home-Delivered Meal (HDM) Driver(s)
 - 5.6.1 HDM Driver shall have a valid and appropriate California Drivers License and valid vehicle insurance in compliance with Appendix A (Sample Contract - Paragraph 8.24 - General Provisions for all Insurance Coverage and Sub-paragraph 8.25 - Insurance Coverage).
 - 5.6.2 Contractor's HDM Driver(s) shall be properly trained in food handling as described in Paragraph 3.4 of this SOW and attend trainings provided by DASS Contractor as appropriate.
- 5.7 Other Staff
 - 5.7.1 Volunteer Services: Volunteers shall be recruited and used in any phase of program operations where qualified.
 - 5.7.2 Preference to hire Older Individuals: Preference shall be given to hiring Older Individuals subject to the qualifications of the position.
- 5.8 Caterer (not applicable to Contractor utilizing a central kitchen as the sole means of Congregate or Home-Delivered meal preparation): A Caterer must meet the minimum education, experience, and qualifications outlined for the Food Service Manager.
 - 5.8.1 Caterer's employees that prepare and/or serve food must possess a Food Handler certificate issued by the State of California.

6.0 FISCAL

6.1 Matching Share

6.1.1 Contractor shall provide at least a 15% match (contribution) of its Maximum Annual Contract Sum/Expenditures as funded by County in accordance with the provisions of Appendix A (Sample Contract - Exhibit B - Budget). The matching share may be in cash or an in-kind contribution or compensation thereof.

6.1.1.1 In-kind contributions are property or services provided by Contractor which benefit a contract-supported project or program and which are contributed by non-federal entities without charge to the Contractor.

6.1.1.2 The criteria for establishing the value on non-cash items shall be Fair Market Value, and in the case of Volunteer Services, shall be Fair Market Value of Services. However, in-kind contributions performed via Volunteer Services shall not exceed 50% of the required 15% Contractor match.

6.2 Contractor Indirect Costs

6.2.1 The maximum amount payable under the Contract for Indirect Costs is 8% of Contractor's Maximum Annual Contract Sum.

6.2.1.1 Indirect Costs: Costs that have been incurred for common or joint purposes and cannot be readily identified with a particular final cost objective. Examples of Indirect Costs include salaries, employee benefits, supplies and other costs related to general administration of the organization and salaries and expenses of executive officers, personnel administration and accounting.

6.2.2 If Contractor requests payment for Indirect Costs, Contractor shall retain on file an approved Indirect Cost rate or a cost allocation plan documenting the methodology used to determine Indirect Costs. Indirect Costs exceeding the 8% maximum may not be charged to the Contract; however, such costs in excess of the 8% Indirect Costs maximum may be budgeted as a match contribution and used to meet the minimum requirements specified in Paragraph 6.1 above.

6.3 Cost Allocation Plan for Cost Reimbursement Activities

6.3.1 Contractor shall submit an annual organization-wide Cost Allocation Plan pursuant to the requirements outlined herein. The Cost Allocation Plan shall be prepared in accordance with County instructions and applicable OMB Circulars and, at a minimum, it shall include the following information:

6.3.1.1 Contractor general accounting policies:

6.3.1.1.1 Basis of accounting

6.3.1.1.2 Fiscal Year

6.3.1.1.3 Method for allocating indirect costs (simplified, direct, multiple, negotiated rate)

6.3.1.1.4 Indirect cost rate allocation base

6.3.1.2 Identify the Contractor's direct and indirect costs (by category) and describe the cost allocation methodology for each category.

6.3.1.3 Contractor's Authorized Representative (as defined in Appendix A – Sample Contract - Exhibit J - Definitions) shall sign the Cost Allocation Plan, certifying the accuracy of the Plan.

6.3.1.4 The Contractor's Cost Allocation Plan shall support the distribution of any joint costs with other funding sources related to the tasks and activities of this Contract. All costs included in the Cost Allocation Plan will be supported by formal accounting records, which will substantiate the propriety of eventual charges. Budget allocations are not adequate documentation.

6.3.2 Contractor shall submit a Cost Allocation Plan to County's Contract Manager, identified by Fiscal Year, as follows:

6.3.2.1 The County has developed a sample Cost Allocation Plan; Contractor may request a copy thereof upon providing a written request to County's Contract Manager.

6.3.2.2 Contractor shall submit the Cost allocation Plan to County's Contract Manager within sixty (60) days of execution of the Contract.

- 6.3.2.3 Annually, Contractor shall also submit a new Cost Allocation Plan to County's Contract Manager for review and approval within sixty (60) days of the start of each Fiscal Year.
 - 6.3.2.4 The Cost Allocation Plan shall be subject to review and approval by the County.
 - 6.3.3 County will test Contractor's Cost Allocation Plan during the normal course of monitoring to ensure Contractor's compliance with the Contract and OMB Circular requirements. Contractor's failure to comply may result in suspension of payment(s), suspension of the Contract, termination of the Contract or other remedies as determined by County under the Contract or at law.
 - 6.3.4 Pursuant to record retention policies outlined in Appendix A (Sample Contract - Paragraph 8.38 - Record Retention and Inspection/Audit Settlement), Contractor will retain on file all documentation supporting the methodology utilized to determine the reasonableness of the costs associated with Contract tasks and activities.
- 6.4 Closeout Reports
- 6.4.1 At the end of each Fiscal Year, the Contractor shall prepare and submit the Closeout Report in the form and manner designated by County. The Closeout Report shall include the reporting of expenses and accruals through the last day of the Fiscal Year. The County will notify Contractor of the deadline for submission of the Closeout Report.
 - 6.4.2 If the Contract is terminated or cancelled prior to June 30th of any Fiscal Year, the Closeout Report shall be for that Contract period which ends on the termination or cancellation date. Contractor shall submit the Closeout Report after the termination/cancellation date in the manner and timeframe designated by County.
- 6.5 Program Income Statement Report
- 6.5.1 Program Income is revenue that is generated or has been properly earned by Contractor (and/or subcontractor) from Contract activities. Program Income includes, but is not limited to:
 - 6.5.1.1 Voluntary contributions received from Client or responsible party as a result of Services;

- 6.5.1.2 Income from usage or rental fees of real or personal property acquired with Contract Funds;
- 6.5.1.3 Royalties received on patents and copyrights from Contract activities; proceeds from the sale of items fabricated under Contract; and
- 6.5.1.4 Fees earned from the provision of Contract Services.
- 6.5.2 While the preceding list reflects various types of Program Income, it is not an exhaustive list of items which can be classified as Program Income. Contractor shall adhere to the Program Income requirements outlined in the applicable OMB Circulars and CFR that pertain to Contractor's organization (i.e., OMB Circular A-102, OMB Circular A-110 (2 CFR Part 215), Title 29 CFR Part 95, or Title 29 CFR Part 97).
- 6.5.3 The use of Program Income requires prior written approval from County's Contract Manager.
- 6.5.4 Program Income Statement Report
 - 6.5.4.1 Contractor shall prepare a Program Income Statement Report ("Report") on Contract revenues versus expenditures. The purpose of this Report is to identify the amount of Program Income. The Report should be amended if adjustments are required due to any new information received after the filing of the Report.
 - 6.5.4.2 The Report shall be submitted along with the Closeout Report in the form, manner and timeline as designated by County.
- 6.5.5 Plan for Disposition of Program Income
 - 6.5.5.1 If Contractor's Program Income Statement Report identifies Program Income, Contractor shall prepare and submit a Plan for Disposition of Program Income ("Plan"). The Plan shall be completed and submitted in the form and manner as designated by County within thirty (30) days after the Program Income Statement Report is due.
 - 6.5.5.2 The Plan shall be reviewed by County for final approval. The Plan shall be amended as soon as possible if the Program Income Statement Report is amended.

6.5.5.3 Program Income shall be spent on line items identified by Contractor in the Plan (upon County's approval of the Plan).

6.5.6 Final Report on Disposition of Program Income

6.5.6.1 Within thirty (30) days after the scheduled completion date of an approved Plan for Disposition of Program Income, Contractor must submit a Final Report on Disposition of Program Income ("Final Report") to County in the form and manner designated by County.

6.5.6.2 If the Final Report is not submitted on the scheduled date, County in its sole discretion, shall extend the completion date, renegotiate the Plan for Disposition of Program Income, recapture the balance of the unexpended Program Income or pursue any other remedies available to County under the Contract.

6.6 Cash Reserve

6.6.1 Contractor must maintain a cash reserve equal to the amount it would cost to operate the Program for one (1) month.

6.6.2 Program Contract Funds may not be included in cash reserves.

6.7 Method of Compensation

6.7.1 County, at its sole discretion, has the option of altering the method of payment from full reimbursement for Units of Service completed to an amount equal to one-twelfth (1/12) of the Maximum Annual Contract Sum amount per month, if the Contractor is providing Services to more Clients than anticipated at the time Services are first provided under the provisions of this Contract, and it appears Contract Funds will be completely drawn down prior to the full term of the Contract.

7.0 PROGRAM PERFORMANCE/REALLOCATION OF CONTRACT FUNDS

7.1 The Contractor is required to provide 100% of Services and expend 100% of the Maximum Annual Contract Sum contracted for and as stated in this Appendix A (Exhibit A – Statement of Work, Exhibit B - Budget, Exhibit C - Mandated Program Services, and Exhibit S - Performance Requirements Summary Chart). A new or updated Appendix A - Sample Contract - Exhibit B (Budget) and Appendix A - Sample Contract - Exhibit C (Mandated Program Services) shall be completed by Contractor and provided to the County prior to the beginning of each Fiscal Year.

- 7.2 Contractor's Program performance and Contract Funds of said Program will be evaluated during each Fiscal Year. Services and Contract Funds may be reallocated if Contractor fails to either provide 95% of Services and/or expend 95% of the Maximum Annual Contract Sum allocated under this Contract, as provided in Appendix A – Sample Contract - Exhibit B (Budget) and/or Appendix A – Sample Contract - Exhibit C (Mandated Program Services). Contractor's Services and Contract Funds may be reduced and reallocated to other AAA Contractors that are performing and/or expending at a higher level/rate and qualify for increases in its Services and Maximum Annual Contract Sum. Additionally, the County, at its discretion, may reduce the Contractor's Services and Maximum Annual Contract Sum paid thereon in the following Fiscal Year to more accurately reflect the Contractor's level of performance/expenditure.
- 7.3 Contractor acknowledges that the Contract includes Performance Requirements Standards that will measure the Contractor's performance related to the Program. Appendix A – Sample Contract - Exhibit S (Performance Requirements Summary Chart) identifies the standards required and the corresponding Acceptable Quality Level that Contractor is responsible for meeting.

8.0 REPORTS, DOCUMENTATION, AND DIRECT DATA ENTRY

The California State Department of Aging requires Contractor to establish record procedures that ensure the accuracy and authenticity of the number of eligible Client Services provided each day. The Contractor shall ensure the actual date Service(s) is/are rendered are tracked, documented, and reported. Contractor shall submit to County, on a monthly basis and no later than the tenth (10th) day of the month following the month of Service, a report which includes: the total number of Clients served, the type of Services provided, and the actual number of Services provided to the Client, including the date(s) of Service. If the tenth (10th) day of the month falls on a weekend or holiday, the due date shall be the next business day.

- 8.1 Contractor shall maintain all records and reports, consistent with Appendix A – Sample Contract - Paragraph 8.38 (Record Retention and Inspection/Audit Settlement), and shall make them available for audit, assessment, or inspection by authorized representatives of CSS.
- 8.2 All information, records, data elements, and print-outs collected and maintained for the operation of the Program and pertaining to Clients (including paper and electronic data) must be protected from unauthorized disclosures in accordance with the Appendix A – Sample Contract - Paragraph 7.5 (Confidentiality); California Welfare and Institutions Code Section 10850; 45 CFR Section 205.50; California Information Practices Act

of 1977; and all other applicable laws and regulations and amendments thereto.

9.0 CUSTOMER SATISFACTION SURVEYS

Contractor is required to conduct ongoing customer satisfaction surveys with Clients and keep a copy of the completed surveys on file and accessible to County for review. The results of the surveys will be used by Contractor to make quality improvements in Services provided to all Program Clients. The Contractor may be asked by County to comply with and develop other outcome measures.

10.0 QUALITY CONTROL PLAN

The Contractor shall establish and utilize a comprehensive Quality Control Plan (QCP) to assure the County a consistently high level of service throughout the term of the Contract. The QCP shall be retained on file at the Contractor's main administrative office. The QCP shall include, but not be limited to, the following:

- 10.1 A method of monitoring to ensure that Contract requirements are being met;
- 10.2 A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.

11.0 INFORMATION TECHNOLOGY SYSTEMS

11.1 Social Assistance Management System (SAMS): Contractor is required to participate in SAMS and to have a web-based compatible microcomputer system, a dedicated phone line, and to ensure equipment is in working condition. Contractor shall be responsible for its own data input of required information for monthly transmission to SAMS.

11.1.1 SAMS Personnel: Contractor shall assign an employee to have the primary responsibility for Client data entry into SAMS. This person will be the primary contact person for Client data issues and problems. The individual will be assigned a password to log-in and enter Client information. A back-up employee must be designated to act on behalf of the primary SAMS contact person in the event of his or her absence.

11.1.1.1 Contractor shall inform the County of the name of the Contractor's SAMS employee and back-up employee at the start of this Contract and within two (2) weeks of any reassignment or substitution. Only those Contractor employees who have been designated by Contractor and

assigned a password by County shall be allowed to access SAMS.

11.1.1.2 Contractor shall ensure that the SAMS employee and back-up SAMS employee are properly trained to operate SAMS and attend all SAMS training provided by the AAA.

11.2 Contract Management System (CMS): County has developed the Contract Management System Gateway ("System"), an automated system designed to electronically manage the Contract. County has implemented the System and Contractor shall use the System to perform its administrative contracting functions as directed by the County.

11.2.1 County has established policies concerning the access, use and maintenance of the System. Contractor shall adhere to these policies, which include Appendix A – Sample Contract - Exhibit R (Contract Management System - Contractors Gateway Terms and Conditions of Use) instruction guides/tutorials provided by County, training sessions conducted by County, etc. Contractor's noncompliance with these policies may subject Contractor to denial of access to the System, suspension of payment(s), termination of the Contract, and/or other actions which County may take at its sole discretion.

12.0 UNUSUAL OCCURRENCES OR CRIME

Unusual Occurrences such as natural disaster (including earthquakes, floods, landslides, wildfires, extreme heat/cold), man-made emergencies (such as epidemic outbreaks, bio-terrorism, food-borne illness, fire, major accidents, death from unnatural causes or other catastrophes), and unusual occurrences which threaten the welfare, safety or health of Clients, personnel or visitors shall be reported by the Contractor within twenty-four (24) hours to the local health officer by telephone and also in writing, and to CSS by telephone and also in writing or email.

Crime related occurrences, such as theft or vandalism, must be reported by Contractor within twenty-four (24) hours to the local police or sheriff by filing a police report and to CSS by telephone, and in writing or email. The Contractor shall prepare and retain an incident report on file, and shall include a copy of the filed police report. Contractor shall maintain all incident reports in a manner consistent with Appendix A – Sample Contract - Paragraph 8.38 (Record Retention and Inspection/Audit Settlement). The Contractor shall furnish such other pertinent information related to such occurrence as the local authorities and/or CSS may require.

13.0 EMERGENCY AND DISASTER PREPAREDNESS

13.1 Notwithstanding Contractor's and County's contractual objective to provide Services to eligible persons, Contractor shall make Services available to any person impacted during the event of a nationally- or state- declared emergency, contingent upon the availability and commitment of Federal Emergency Management Agency (FEMA) or State Office of Emergency Services (OES) funds with which to reimburse Contractor for funds expended.

13.1.1 Contractor must have a written emergency plan on file describing how Services will be maintained during the event of a disaster or emergency.

13.1.2 Contractor must maintain a registry of Program Clients for emergency purposes.

13.2 Contractor shall develop and have on file a written Business Continuity Plan (BCP) that describes how Contractor will reduce the adverse impacts to Clients as determined by both the scope of the event (who and what it affects, and to what extent), and also its duration (e.g., hours, days, months). Contractor shall make the BCP available to its employees, volunteers, and Subcontractors for reference before, during, and after such disruptions.

14.0 LICENSES AND CERTIFICATIONS

Contractor shall obtain and maintain, during the term of this Contract, for Contractor and all staff, all appropriate licenses, permits and certificates required by all applicable Los Angeles County, State of California and/or Federal laws, regulations, guidelines, and directives for the operation of its facility(ies) and for the provision of Services hereunder. Prior to the execution of the Contract, and in cases of new staff or staff with updated licenses, permits or certifications, Contractor shall provide CSS CMD with copies of all new or updated licenses, permits and certificates within ten (10) business days of the license, permit or certification award or update. Copies shall be sent to the County's Contract Manager listed in Appendix A – Sample Contract - Exhibit E (County's Administration).

14.1 If Contractor operates a Program kitchen facility and/or subcontracts with a caterer, Contractor must maintain proof of the following:

14.1.1 Public Health Permit and/or Business License

14.1.2 Health Department Inspection Report (recent twelve (12) months for each central kitchen and/or congregate meal site)

- 14.1.3 Fire Department of Inspection Report (recent twelve (12) months for each central kitchen and/or congregate meal site)
- 14.1.4 Hazard Analysis Critical Control Point (HACCP) Certificate, Food Protection Manager Certificate (ServSafe Certificate) for Food Service Manager
- 14.1.5 Certificates of Insurance as indicated in Appendix A - Sample Contract - Paragraph 8.24 (General Provisions for All Insurance Coverage) and Paragraph 8.25 (Insurance Coverage).

15.0 TRAININGS

- 15.1 Contractor shall develop and implement an internal staff training policy, including the provision of an orientation to all new staff (which shall include employees and volunteers). Contractor is responsible for ensuring its staff both existing and new are properly trained in all areas related to providing Services, and receive training on employment safety.
- 15.2 The Contractor's Project Director shall ensure that all appropriate Contractor employees & volunteers attend all training sessions as required by CSS Director, or authorized designee, held at a County facility or another site, as determined by the County, for Contractor's benefit. Further, Contractor shall ensure that, at a minimum, a Contractor employee represents the Contractor at each training session. The Contractor may also attend training opportunities outside of Los Angeles County that the Contractor reasonably deems to be beneficial for the delivery of Client Services.
- 15.3 Security Awareness Training: Contractor shall ensure that Contractor employees and volunteers who handle personal, sensitive or confidential information relating to the Program complete the Security Awareness Training module located at www.aging.ca.gov within thirty (30) days of the start date of this Contract or within thirty (30) days of the start date of any new employees or volunteers. Contractor shall maintain certificates of completion on file and provide them upon request by County or State representatives.

16.0 MEETINGS

- 16.1 Contractor must attend all mandated meetings called by CSS Director, or authorized designee. Contractor shall be given at least seven (7) days advance notice of all scheduled meetings with the County. Failure to attend mandated meetings shall be considered non-compliance with the Contract, and may result in further action pursuant to Appendix A – Sample Contract - Paragraph 9.12 (Probation and Suspension), and any other applicable Contract provisions.

- 16.2 Contractor staff is also required to regularly attend meetings that offer ways to expand knowledge of and increase efficiency in the Services provided. These meetings may be called by AAA and held at a County facility or another site, as determined by the County. The Contractor may also choose to attend educational or training opportunities outside of Los Angeles County that the Contractor reasonably deems to be beneficial for the delivery of Client Services or other meetings designated by the AAA.

17.0 COLLABORATIONS

Contractor must form collaborations with County and City of Los Angeles Contractors providing Services funded through the OAA, including other Program Contractors and other community organizations in order to ensure comprehensive and coordinated Service delivery and to prevent unnecessary duplication of Services. Contractor is encouraged to share vital assessment information with other agencies providing Services to the Client in the home. However, in sharing information with other agencies, the Contractor must respect Client confidentiality rights, adhere to applicable confidentiality regulations, and follow appropriate protocols.

The Contractor shall establish procedures to protect all Client information consistent with the terms of this Contract; any amendments thereto; and all applicable laws and shall not disclose Client information outside of CSS without prior written consent from CSS and the Client.

18.0 LOCATION OF SERVICE AND HOURS OF OPERATION

- 18.1 Contractor shall maintain an office in Los Angeles County.
- 18.2 Contractor's office shall be open a minimum eight (8) hours per day between the hours of 8:00 a.m. to 5:00 p.m. Monday through Friday.
- 18.3 Contractor shall publicly display at all Contractor office locations/sites the days and hours of operation for the provision of contracted Services.
- 18.4 Contractor shall inform the County in writing and receive a written County approval at least sixty (60) days prior to relocation of Contractor's office or site location(s).
- 18.4.1 Contractor shall include the identity of each designated community focal point in the Contract as specified in OAA, 42 USC 306(a)(3)(A). Contractor shall utilize Appendix A – Sample Contract - Exhibit F (Contractor's Administration) of the Contract to identify or update the designated focal point site locations, as needed.

18.5 Contractor shall ensure that all site locations/buildings and surrounding areas are maintained in a manner consistent with applicable local, State, and Federal occupational safety and sanitation regulations. The premises shall be free of any accumulation of garbage, rubbish, stagnant water, or filthy or offensive matter of any kind to ensure that the premises are maintained in a clean and wholesome condition. The physical locations shall be acceptable and accessible to the public. Contractor shall comply with the Americans with Disabilities Act of 1990.

18.6 Contractor shall obtain:

18.6.1 Prior written consent of the Director of Community and Senior Services, or authorized designee, and shall comply with Appendix A – Sample Contract - Paragraph 9.8 (Modifications), as applicable, before modifying or terminating Services, or revising hours of service delivery at a previously designated location(s) and before commencing such Services at any other location.

18.7 Safety and Working Conditions

18.7.1 Contractor shall observe all applicable local, State and Federal health and safety standards. Contractor shall ensure that all Program Clients and Contractor employees and volunteers in a position not covered under the Occupational Health and Safety Act of 1970, as amended (29 USC Section 651 et seq.), and/or the California Occupational Safety and Health Act, as amended (Cal. Labor Code Section 6300 et seq.), are not required or permitted to work, be trained or receive Services under working conditions which are unsanitary, hazardous or otherwise detrimental to a person's health or safety.

19.0 MULTIPURPOSE SENIOR CENTERS

19.1 If Contractor operates a Multipurpose Senior Center, as defined under 42 USC Section 3002, Contractor must adhere to all applicable Los Angeles County, State of California, and Federal guidelines and regulations, including, but not limited to, 22 CCR Sections 7550 – 7562.

19.2 If Contractor operates a Multipurpose Senior Center, Contractor shall also comply with the provisions contained in the following Acts:

19.2.1 Copeland "Anti-Kickback" Act (18 USC 874) (29 CFR Part 3)

19.2.2 Davis-Bacon Act (40 USC 3141-3142) (29 CFR Part 5)

- 19.2.3 Contract Work Hours and Safety Standard Act (40 USC 327-332) (29 CFR Part 5)
- 19.2.4 Executive Order 11246 of September 14, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor Regulations (41 CFR Part 60)
- 19.3 Contractor acknowledges that when an existing facility has been altered with Contract Funds available by this Contract and is used as a Multipurpose Senior Center, the period of time in which such facility must be used as a Multipurpose Senior Center is as follows:
 - 19.3.1 Not less than three (3) years from the date the Contract terminates where the amount of the Contract or award of Contract Funds including the non-federal share does not exceed thirty thousand dollars (\$30,000).
 - 19.3.2 If the amount of award exceeds thirty thousand (\$30,000) the fixed period of time shall be not less than three (3) years from the date of the Contract increased one (1) year for each additional ten thousand dollars (\$10,000), or part thereof, to a maximum adjustment factor of seventy five thousand dollars (\$75,000).
 - 19.3.3 For Contract amounts, or award of Contract Funds, exceeds seventy five thousand (\$75,000), the fixed period of time shall be not less than ten (10) years from the date Contract expires or terminates.

20.0 MULTILINGUAL CAPABILITIES OF CONTRACTOR'S STAFF

- 20.1 Contractor must provide Services to Clients with limited or no English speaking capabilities in the primary/native language of the Client. This shall be done using bilingual staff or a translator. Contractor shall make efforts to employ employees or a translator. Contractor shall make efforts to employ employees and recruit volunteers who are bilingual in these languages. Contractor shall not require any Client to provide his/her own translator.
- 20.2 The Contractor must be committed and sensitive to the delivery of Services that are culturally and linguistically appropriate. To that end, Contractor must seek to hire qualified staff that is multilingual and/or multicultural in order to better reflect the communities served. In addition, the Contractor and its employees including volunteers are expected to develop cultural competency and cross-cultural clinical practice skills. The Contractor must also develop effective linkages with various ethnic, health and social service agencies for the benefit of Clients.

21.0 GREEN INITIATIVES

- 21.1 Contractor shall use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits.
- 21.2 Contractor shall notify County’s Contract Manager of Contractor’s new green initiatives prior to the Contract commencement.

22.0 CONTRACT DOCUMENT DELIVERABLES

- 22.1 Contractor shall also complete and submit to the County certain other deliverable documents as specified herein. Prior to the commencement of this Contract and annually thereafter (or as otherwise established by County), Contractor shall submit the following deliverables in the form and manner that is prescribed by County: Contract Compliance Documents, Business Forms, Reporting Documents, and other documents requested from time to time by County or its designee(s):
 - 22.1.1 Contract Compliance Documents (as described in Sub-paragraph 22.3)
 - 22.1.2 Business Forms (as described in Sub-paragraph 22.4)
 - 22.1.3 Reporting Documents (as described in Sub-paragraph 22.5)
 - 22.1.4 Other Documents: During the term of this Contract, the County or its designee(s) may request from time to time additional documents from Contractor, and Contractor shall adhere to County's request for such documents.
- 22.2 Contractor's failure to timely submit documents required or requested by County may result in suspension of payments or other remedies as determined by County.
- 22.3 Contract Compliance Documents: Contractor shall provide to County's Contract Manager, by the deadline imposed by County, current copies of the following Contract Compliance Documents prior to the commencement of the Contract, and thereafter when requested by County:
 - 22.3.1 Certificate of Insurance: Contractor shall provide such Certificate pursuant to the requirements outlined in Appendix A – Sample Contract - Paragraphs 8.24 (General Provisions for all Insurance Coverage) and 8.25 (Insurance Coverage).

- 22.3.2 Business License: Contractor shall provide a current copy of its Business License as issued by its state's Secretary of State on an annual basis.
- 22.3.3 Public Health Permit: For every Service site where Contractor provides Services (as defined in Appendix A – Sample Contract - Exhibit J - Definitions) that require a Permit issued by County of Los Angeles Department of Public Health, Contractor shall annually provide a current copy of such Permit.
- 22.3.4 Health Department Inspection Report: For each Service site where Contractor provides Services that require an inspection by County of Los Angeles Department of Public Health, Contractor shall annually provide a current copy of such Report. In the event that violations are noted on the Report, Contractor shall ensure that it complies with all corrective measures as directed by the Department of Public Health. Contractor shall provide to County written evidence of its compliance within five (5) days of receiving the evidence from Public Health.
- 22.3.5 Fire Department Inspection Report: For each Service site that Client (as defined in Appendix A – Sample Contract - Exhibit J - Definitions) will visit, Contractor shall obtain an annual fire inspection of its facility (ies). The inspection shall be conducted by the Los Angeles County Fire Department or by the Contractor's local fire department and Contractor shall obtain a written Report of the inspection which shall be provided to County. In the event that violations are noted on the Report, Contractor shall ensure that it complies with all corrective measures as directed by the fire department. Contractor shall provide to County written evidence of its compliance within five (5) days of receiving the evidence from the fire department.
- 22.4 Business Forms: Contractor shall provide to County's Contract Manager, by the deadline imposed by County, the following Business Forms prior to the commencement of the Contract, and thereafter when requested by County:
 - 22.4.1 Board of Directors' Resolution: The Resolution provides written evidence to support the delegated authority that Contractor's organization has vested in its Authorized Representative (as defined in Appendix A – Sample Contract - Exhibit J - Definitions), who will act on behalf of the Contractor pursuant to Appendix A – Sample Contract - Paragraph 8.3 (Authorization Warranty). Such written evidence shall adhere to the following requirements:
 - 22.4.1.1 If Contractor is a public entity (defined as the government of the United States; the government of a State or political

subdivision of a State; or an agency of the United States, a State, or a political subdivision of a State; or any interstate governmental agency), Contractor shall submit a copy of its resolution, order or motion which has been approved by its Governing Body (e.g., Board of Supervisors) to County. If Contractor is a private nonprofit entity, Contractor shall submit a copy of written authorization from its Governing Body (e.g., Board of Directors) to County.

- 22.4.1.2 Contractor's resolution, order, motion or other authorization shall contain the following elements: reference this Contract number; authorize execution of this Contract; identify Contractor's Authorized Representative who will execute the original Contract and any subsequent amendments to this Contract; and, approve and accept Contract Funds (as defined in Appendix A – Sample Contract - Exhibit J - Definitions). In the event that there is a change in Contractor's Authorized Representative, Contractor shall notify County within five (5) days of the change pursuant to Appendix A – Sample Contract Paragraph 8.34 (Notices), and shall provide a revised resolution, order, motion or other authorization which reflects the new Authorized Representative.
- 22.4.2 Articles of Incorporation: These documents shall reflect Contractor's legal name; and, County shall use these as verification of Contractor's name. In the event there are any amendments, Contractor shall so notify County within five (5) days of said amendment being enacted.
- 22.4.3 By-Laws: The internal rules which govern Contractor's organization and are generally concerned with the operation of the organization, and setting out the form, manner or procedure in which the organization should operate. Contractor shall notify County in writing within five (5) days of the enactment of any amendments to its By-Laws.
- 22.4.4 Tax Exempt Status Letter: Written documentation that is obtained from the Internal Revenue Service, evidencing Contractor's tax exempt status. Contractor shall notify County in writing within five (5) days of any change in its tax exempt status.
- 22.4.5 Organization Chart: Diagram of the Contractor's structure which outlines the hierarchy, relationships and relative ranks of its parts and positions/jobs. Contractor shall notify County in writing within five (5) days of any change in its organization chart.

- 22.4.6 Subcontract(s): Third-party agreement as defined in Appendix A – Sample Contract - Paragraph 8.40 (Subcontracting) and Exhibit J (Definitions). Contractor shall notify County in writing within five (5) days of the enactment of any amendments to its subcontracts.
- 22.4.7 Complaints: Contractor shall provide its policy and procedures for receiving investigating and responding to Client complaints pursuant to the requirements outlined in Appendix A – Sample Contract - Paragraph 8.5 (Complaints).
- 22.5 Contractor shall provide to County's Contract Manager, by the deadline imposed by County, the following Reporting Documents prior to the commencement of the Contract, and thereafter when requested by County:
 - 22.5.1 Cost Allocation Plan: This Plan shall adhere to the requirements outlined in Sub-paragraph 6.3 (Cost Allocation Plan for Reimbursement Activities) above.
 - 22.5.2 Closeout Report: This Report shall adhere to the requirements outlined in Sub-paragraph 6.4 (Close-Out Reports) above.
 - 22.5.3 Program Income Statement Report: This Report shall adhere to the requirements outlined in Sub-paragraph 6.5 (Program Income Statement Report) above.
 - 22.5.4 Other Reporting Documents which County may request from time to time relating to Contractor's performance, Work, Services. County shall not be unreasonable in its request.